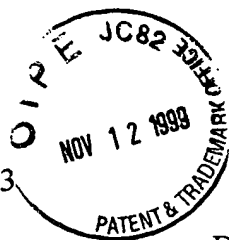


Notary Public
Atty. Docket No. 30585/3



DECLARATION AND POWER OF

ATTORNEY

Each one of us, John S. Yates, David L. Reese, Korbin S. Van Dyke, T.R. Ramesh, and Paul H. Hohensee, hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name;

I verily believe that we are the original, first, and joint inventors of the invention entitled COMPUTER FOR EXECUTING TWO DIFFERENT INSTRUCTION SETS, which is described and claimed in application serial number 09/385,394 filed August 30, 1999;

I acknowledge my duty to disclose information that is material to the examination of the application in accordance with 37 C.F.R. § 1.56(a) and acknowledge the duty to disclose material information as defined in 37 C.F.R. § 1.56(a) that occurred between the filing date(s) of our earlier filed U.S. parent application(s) listed below, and the filing date of this continuation-in-part application;

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

This application discloses and claims subject matter disclosed in our earlier filed co-pending applications, Serial No. 09/322,443, filed May 28, 1999, Serial No. 09/298,536, filed April 23, 1999, and Serial No. 09/239,194 filed January 28, 1999.

POWER OF ATTORNEY: I hereby appoint the following attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

David E. Boundy, Reg. No. 36,461, David M. Klein, Reg. No. 35,221, Antoinette E. Baker, Reg. No. 44,018, and James R. Warnot, Jr., Reg. No. 34,455, all of Shearman & Sterling, 599 Lexington Avenue, New York, NY 10022, (212) 848-4000, and Sally J. Daub, Reg. No. 41,478, of
A T I Technologies, Inc., 75 Tiverton Court, Unionville, Ont., L3R 9S3, Canada 99915, (905) 882-2671.

Direct telephone calls to David E. Boundy, Esq. at telephone number (212) 848-7928.


I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and

UNITED STATES DEPARTMENT OF COMMERCE
PATENT & TRADEMARK OFFICE
NOV 12 1999

further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.


Full Name of First Inventor: John S. Yates, Jr.
Residence: 40 Pine Street, Needham, MA 02492
Citizenship: USA
Post Office Address: Needham, MA 02492

Signature of First Inventor:
Date:

 9/22/99

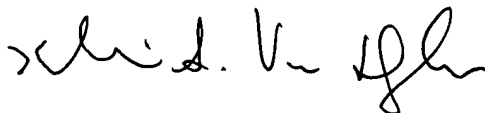
Full Name of Second Inventor: David L. Reese
Residence: 1 Maple Circle, Westborough, MA 01581
Citizenship: USA
Post Office Address: 1 Maple Circle, Westborough, MA 01581

Signature of Second Inventor:
Date:


9/22/99

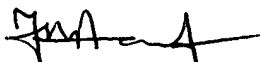
Full Name of Third Inventor: Korbin S. Van Dyke
Residence: 3343 Little Valley Road, Sunol, CA 94586
Citizenship: USA
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Signature of Third Inventor:
Date:

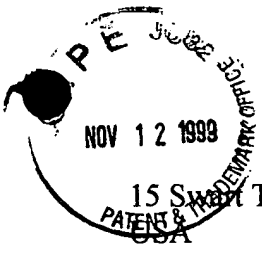

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Full Name of Fourth Inventor: T.R. Ramesh
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~~39710~~

Signature of Fourth Inventor:
Date:


10/7/99

Full Name of Fifth Inventor: Paul H. Hohensee



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Post Office Address: 15 Swart Terrace, Nashua, NH 03060

Signature of Fifth Inventor: *P. H. Hohensee* 9/22/99
Date:

Atty. Docket No. 30585/3

ASSIGNMENT

WHEREAS:

John S. Yates, 40 Pine Street, Needham, MA 02492
David L. Reese, 1 Maple Circle, Westborough, MA 01581
Korbin S. Van Dyke, 3343 Little Valley Road, Sunol, CA 94586
T.R. Ramesh, 39707 Potrero Drive, Mountain View, CA 94040
Paul H. Hohensee, 15 Swart Terrace, Nashua, NH 03060
(hereinafter "Assignor(s)") have made an invention or discovery or invention entitled
COMPUTER FOR EXECUTING TWO DIFFERENT INSTRUCTION SETS,
which was filed on August 30, 1999, and for which application for Letters Patent of the
United States has been executed on even date herewith (hereinafter "the invention");

WHEREAS ATI International SRL, organized under the laws of Barbados, having
an office at Beaumont House, Hastings, Christ Church, Barbados, W.I. (hereinafter
"Assignee") desires to acquire the entire interest in the invention,

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and of
other good and valuable consideration paid to the undersigned by the Assignee, the
receipt whereof is hereby acknowledged, Assignor(s) by these presents hereby sells,
assigns, transfers, and sets over unto Assignee the entire right, title, and interest in and to
the invention, any patent or similar legal protection for the invention, and any application
therefor, in and for the United States or any foreign country, including any continuation,
division, renewal, extension, substitute, or reissue thereof, all treaty and convention
rights and the right to sue for past, present, and future infringement, the same to be held
and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full
ends of the terms for which all Letters Patents therefor may be granted, as fully and
entirely as the same would have been held and enjoyed by the undersigned if this
assignment and sale had not been made.

Assignor(s) hereby authorize Assignee to make application for and to receive
Letters Patent for the invention in any of said countries at its election. Assignor(s) hereby
authorize and request the Commissioner of Patents and Trademarks of the United States,
and any official of any country whose duty it is to issue Letters Patent on applications, to
issue all such Letters Patent for the invention to Assignee, as assignee of the entire right,
title and interest in, to and under the same.

Assignor(s) covenant to execute or procure any further necessary assurance of
title to the invention and Letters Patent; and at any time, upon the request and at the